

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID
e-mail: purchase@ci.fort-lauderdale.fl.us
ITB NO. 922-8683

ISSUE DATE: 7/26/02
PAGE 1 OF 23
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: 8/29/02**

TITLE: Two Year Contract/Uniforms, Fire-Rescue Dept.

PROCUREMENT ASSISTANT: Carrie L. Keohane

DEPT: Fire-Rescue

CONTACT FOR TECHNICAL QUESTIONS: Lt. Sandra Damasio
Bidder Must Complete the Following:

PHONE: 954-828-6084

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	Web site address: http://www/ _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <u>Do not submit by facsimile. Facsimile bids will not be accepted.</u>	
Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope: BID/RFP No. 922-8683 Title: 2 year contract/Fire-Rescue Uniforms Opens: 08/29/02 2:00 PM	
Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the

Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

I. SPECIAL CONDITIONS

PURPOSE:

To seek a contract whereby the successful bidder, hereinafter to be referred to as the Contractor, will provide Fire Rescue Department Uniforms in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

ADDITIONAL INFORMATION:

For additional information concerning the technical specifications contained in this bid or to review garments presently in use, contact Fort Lauderdale Fire Lt. Sandra Damasio at (954) 828-6084. For information concerning bidding procedures contact Purchasing Assistant, Carrie LeBlanc Keohane at (954) 828-5141. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum. The cutoff date for City receipt of questions or comments of a material nature, will be ten (10) days before bid due and opening date.

CONTRACT TERM:

The initial contract term will be for two (2) years. The City reserves the right to extend the contract for one (1) or two (2) years, at the City's option. The extension term option shall be exercised providing (a) both parties to the contract agree to the extension; (b) providing all the terms, conditions, and specifications remain the same; (c) providing such extension is approved by the City.

SELLING, TRANSFERRING OR ASSIGNING CONTRACT:

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City.

WARRANTIES OF USAGE:

Any quantities listed in this ITB are estimated and for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

LOBBYING ACTIVITY:

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index/htm>

PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

MINORITY CERTIFICATION BY BROWARD COUNTY, FLORIDA:

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

INVOICES:

The City will accept invoices no more frequently than once per month. Each invoice must contain a complete description of the items invoiced.

COST ADJUSTMENTS:

The cost(s) shall remain firm for the first year of the initial contract term. Costs for the first and second years of the initial term and any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% per year or, whichever is greater, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor. The yearly increase, or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

NEW ITEMS, UPGRADES:

The City may require additional items of a similar nature, but not specifically listed in the contract or wish to purchase an item upgraded from that proposed by the Contractor. In such event, the Contractor shall provide the City with a price for the item based upon a procedure which is the same as or similar to that used in establishing the bid prices for the appropriate product. If the price offered is not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those additional items from other vendors, or to cancel the contract upon giving thirty (30) days written notice to Contractor.

SAMPLES:

Samples per the specifications contained in this ITB shall be submitted to the Fire-Rescue Department at 1300 SW 1st Street, Fort Lauderdale, Florida 33312, Attention: Lt. Sandra Damasio within seven (7) days of request by the City. Samples will be furnished free of expense to the City and if not used in testing or destroyed, will, upon request of the bidder, be returned within thirty (30) days of bid award at City expense.

Samples from the successful bidder will be retained, at no cost to the City, for contract quality performance evaluation.

Samples submitted must meet the specifications contained in this ITB and be in sizes as requested. In the event that samples do not meet these specifications, that bidder will be disqualified. Samples do not have to be in fabric specified but must reflect all other specifications. Sample of actual fabric to be supplied with sample of garment.

II. SCOPE OF THE WORK (TECHNICAL SPECIFICATIONS)

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

Variations to these specifications are permissible only where there is no major change in basic design, or where change in construction method provides equivalent or superior wear, and where such change does not affect the comfort of the wearer. All variations to specifications, terms and conditions must be noted in the bid and City shall be the sole determiner of what is an acceptable variation.

FABRIC:

Fabric choices herein identify the fabric by mill, cloth type, color and mill number. Shade numbers provided below should be ascertained before any orders are placed. City does not guarantee these numbers as correct. During the contract term, the City reserves the right to substitute other fabrics, whether by change of mill, cloth type or color of cloth as provided elsewhere herein. Any change must be made with consent of using Department and the Procurement Specialist. Sufficient due notice of change will be given to the supplier.

Unit price adjustment for any fabric change will be based on yardage requirements of garment as shown herein based on difference in cloth cost.

GUARANTEE OF CONTINUITY AND AVAILABILITY OF GARMENTS DURING TERMS OF CONTRACT BY SUPPLIERS:

(Does not apply to fabric discontinued by mill). Garments specified in this group must be available to the City during the term of contract, and the fabric, trimmings and construction method must equal or exceed the standards set forth in these specifications and must match the style, color and quality of the accepted initial order. **ORDERS SHALL BE FILLED FOR ANY QUANTITY REQUIRED.**

VARIOUS COLORS:

Apparel per construction specified herein may be ordered for other personnel in colors other than as specified herein. This will be ordered as required, and prices paid will be based on bid.

ITEM 1 - Trousers, Dress (Male)

Fabric: Hercules by SWS Garment Corporation, Style 3100-1 or approved equal. Fiber content 65% polyester, 35% rayon. Durable press finish with permanent crease. Color: Navy Blue

Design: Uniform pattern having a plain front with quarter top front pockets, 1 watch pocket, 2 back pockets.

Pockets: The front pockets shall have a minimum opening of 6-1/2" and shall be 6" deep from the bottom of the opening. They shall be stitched, turned and re-stitched. The back pockets shall have a minimum opening of 5-1/2" and shall be 6" deep. They shall be made with a Reese PW automatic machine and shall be finished on the outside with an exposed top and bottom cord. The left back pocket shall have a tab to button closing. The watch pocket, located approximately 3-1/2" to the front of the right side seam at the waistband, shall have a minimum opening of 3" and shall be 3" deep. The front pockets and watch pocket shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartacking machine

Pocketing: All pocketing shall be 80% Polyester/20% Rayon twill weave with PREST-TU-LAST finish. The front pocketing shall have a re-enforced area starting at the bottom and extending up 3-1/2". Since this re-enforced area assures double wear, no other type pocketing will be acceptable. All pocketing shall harmonize with the outer fabric.

Waistband: The waistband shall be a minimum of 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain shall be 65% Polyester/ 35% Cotton twill with PREST-TU-LAST finish, and shall match the color of the pocketing. It shall be attached with a rollcap machine. Banrol waistband stiffener 3/4" in width shall be sewn into the waistband on the front of the trouser from side seam to side seam. This is to prevent waistband roll-over. The trousers are to have a continuous closed waistband. 3 - line SNUG - TEX to be sewn on to inside of waistband.

Inside Trim: The right fly lining and crotch lining shall be of the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The inside left fly shall be re-enforced with Pellon. The crotch lining shall be surged to each front. A separate french fly made of the outer fabric shall be sewn to the inside right fly.

Belt Loops: There shall be a minimum of 7 belt loops, each loop being 3/4" wide, of double thickness, and stitched on the face side with a 2 needle machine. Except for the back loops, which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rollcap, and shall accommodate a 1-5/8" belt.

Zipper: The trousers shall be closed with a Talon 42 memory lock zipper. The zipper tape must have been treated for PREST-TU-LAST finishing. There shall be a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn at the bottom of the fly. For extra stability, it shall be sewn through the zipper tape. The right and left fly shall be joined by another bartack located below the bottom zipper stop. This bartack will reduce stress on the left fly and zipper areas.

Seaming: The entire trouser is to be seamed with Polyester core thread and the seat seam shall be stitched with a tandom needle seat seaming machine. All exposed inside seams of the trousers are to be surged.

Finishing & Pressing: The trouser shall be made in a first class workmanlike manner with all loose threads removed. They must be pressed completely and properly using only the PREST-TU-LAST method. High temperature hot-heads with baking or high temperature hot-heads with supplemental electrical heat must be used. Side seam, inseam, and seat seam are to be pressed open. There must be a Texpak clip attached to the top fly.

Sizes, Labeling: Trousers shall be available in all odd and even waist sizes from 28" through 34" and even waist sizes from 36" to 50". Garments shall have sewn in label giving care instructions and shall be marked with the lot number, fiber content, size and WPL number.

ITEM 2 – Work Trousers (Male)

Fabric: Garment Corporation of America, Style 2664 or approved equal, 65% polyester/35% cotton. Finished weight of 7-1/2 to 8 oz. per square yard. Permanent press finish with oven set shape. Color: Navy Blue

Trimmings: Trouser pockets and waistband lining to be made of matching high grade permanent press material.

Beltloops: To be double thickness 5/8 to 3/4 inch wide by 2 inch high and set into waistband at top and bottom. Center back belt loop to be dropped below waistband seam and securely bartacked. Belt loops provided shall be a minimum of 5 for size 28 through 32 waist and 7 from size 33 through 50 waist.

Pockets: There shall be two front and two rear pockets. The left rear pocket to have button through closure. One watch pocket on the right front set at bottom of waistband. Front pockets to have a minimum opening of 5". Back pockets to have an outside top on seam welt, with no raw edges. All openings at point of strain to be heavily bartacked. Front pockets to be double bottom reinforced.

Zipper and Closure: Trousers shall close at top front with matching button and button hole. Zipper fly shall be Talon, Scoville or Prentice solid brass heavy duty # 5 complete with locking device. The inside of the fly shall be reinforced with a crotch piece that is an extension of the fly lining. The fly piece crotch extension must be securely and neatly seamed to the crotch outlet. Zipper tape to match trouser cloth

Sewing: All sewing to incorporate vat dyed fast color threads of best weights and have a polyester core of first quality. All raw edges to be treated chemically or with thread to eliminate fraying. Seat seams to be locked chain double stitched.

Sizes, Labeling: Shall be available in all odd and even waist sizes from 28" through 34" and even waist sizes from 36" through 50". To have a sewn in label giving care instructions, fiber content, size and WPL number.

Miscellaneous: All seams are to be pressed open and surged. All pockets to be hung from waistband. Waistband to be continuously closed throughout.

ITEM 3 - Slacks (Female)

Specifications: All specifications other than fit and construction details to assure proper fit are to be identical with Item 1, Trousers (Male) specified above.

Sizes: Shall be available in all even sizes from 6 through 16.

ITEM 4 – Work Trousers (Female)

All specifications, other than fit and construction details to assure proper fit, are to be identical with Item 2.

Sizes: Shall be available in all even sizes from 6 through 16.

ITEM 5 – Shirt, Tailored, Short Sleeve (Male)

Fabric: Duro by Flying Cross, 65% Dacron, 35% cotton, 4.0 - 4.25 oz. per yard. Permanent press, soil release finish. Color: White, Light Blue

Creasing: Pockets, pocket flaps and shoulder straps to be die cut to give uniform shape and size. This shirt to have sewn in permanent military creases, 2 in front through pockets and pocket flaps and three in back.

Front: Each front shall have a facing 3" in width. The left front shall have a top center 1 1/2" wide with two rows of stitches 7/8" apart stitching on top center is not to be visible on the turn-back facing. The shirt will have 7 buttons and buttonholes on the front, spacing between each will be 3/4" except the spacing between the neck button and the first button that will be 2 1/2". Top center interlined with #250 Dacron. Buttons to be strongly attached through two thickness of material forming right front and shall correspond to each buttonhole.

Collar: To be die cut. Convertible collar is to measure approximately 3-1/4" long at points and top stitched 1/8" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf.

Yoke: Two piece yoke of self goods to measure approximately 1-1/2" at bottom center of collar and 2" at outside edge of yoke, so as to line up with shoulder strap.

Sleeves: Sleeves are to be one piece, have a 3/4" hem and finish 9" long from the shoulder seam. Sleeve setting and closing shall be done with an overage and safety stitch. The sleeve is to be bartacked at the hem.

Pockets: Two breast pockets finishing 5-5/8" wide and 6" long to have mitered corners. Both pockets to have a 1-1/4" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-1/2" wide. Button centered on each pocket to correspond with buttonhole on flap. Each pocket to have velcro tape 3/4" long

by 1/2" wide positioned on both edges of pocket to correspond with outer scalloped flap points.

Flaps: To be die cut, creased and scalloped, finishing 5-7/8" in width and 23/4" in length at the center and 21/4" at each side. Flaps to be placed 1/4" above the top of each pocket. The left flap to have an invisible pencil opening 1-1/2" in width. Flaps to be topstitched 1/8" off the edge. Creased and edge stitched pocket flap construction unacceptable. Underside to have velcro tape 3/4" long by 1/2" wide position on outer points of both pocket flaps.

Badge Tab: Inside two-ply sling type of self goods approximately 1" wide centered over left pocket to extend from joining seam to pocket. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1 1/4" above the flap. Epaulet to be added to the badge holder, on left side above the pocket.

Shoulder Straps: To be sewn into sleeve head seam and measure 2" tapering to 1-3/8" with end pointed. Straps to be set not more than 1/2" from folded collar approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and edge stitched shoulder strap construction unacceptable.

Stamping and Care Instructions: Neck size to be stamped in collar with style and cut number. A permanent tab is to be sewn in with label containing fiber content. Label to be sewn to inside yoke. Care instructions and WPL Number stamped on Front shirt tail.

Buttons: To be made of thermosetting polyester material to match fabric color 19 ligne.

Finishing: All loose threads shall be removed.

Stitching: Single needle throughout. All topstitched 1/8" off the edge. Sleeve inserting and side close felling, safety stitched.

Thread: All sewing thread to be fast color polyester core polyester wrap to match.

Interlining: Collars, pocket flaps, shoulder straps and top center to be interlined with 100% Dacron #250.

Military Creases: 5 stitched-in sharp military creases on all shirts. One crease on each front to be centered vertically.

Spacing for military creases on shirt back to be proportionate to the size of the shirt as follows: sizes 14 thru 15 1/2 - creases to be 4 3/4" apart; sizes 16 thru 18 inclusive - creases to be 5 3/8" apart as measured from the center crease.

Construction: Collars, flaps and shoulder straps are made by conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out, and finally topstitched.

ITEM 6 – Shirts, Tailored, Short Sleeve (Female)

Specifications: Fabric, color and construction specifications other than approved variations to assure proper fit are to meet requirements of Item 5, above.

ITEM 7 – Shirts, Tailored, Long Sleeve (Male)

Fabric: Duro by Flying Cross, 65% Dacron, 35% cotton, 4.0 - 4.25 oz. per yard. Permanent press, soil release finish. Color: White, Light Blue

Creasing: Pockets, pocket flaps and shoulder straps to be die cut to give uniform shape and size. This shirt to have sewn in permanent military creases, 2 in front through pockets and pocket flaps and three in back.

Front: Each front shall have a facing 3" in width. The left front shall have a top center 1 1/2" wide with two rows of stitches 7/8" apart stitching on top center is not to be visible on the turn-back facing. The shirt will have 7 buttons and buttonholes on the front, spacing between each will be 3/4" except the spacing between the neck button and the first button that will be 2 1/2". Top center interlined with #250 Dacron. Buttons to be strongly attached through two thickness of material forming right front and shall correspond to each buttonhole.

Collar: To be die cut. convertible collar is to measure approximately 3-1/4" long at points and top stitched 1/8" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf.

Yoke: Two piece yoke of self goods to measure approximately 1-1/2" at bottom center of collar and 2" at outside edge of yoke, so as to line up with shoulder strap.

Sleeves: Straight at width - with no bias of one piece shaped at head, jacket type. Sleeve vent 5 1/2" long with top and bottom facing. Top facing to measure 1 1/8" wide point blocked at top. Under facing 1/2" wide.

Cuffs: To measure 3" in depth with rounded corners. With two buttons and corresponding buttonhole on each cuff and one button and buttonhole in center of facing. Both cuffs to be interlined with Dacron #250.

Pockets: Two breast pockets finishing 5-5/8" wide and 6" long to have mitered corners. Both pockets to have a 1-1/4" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-1/2" wide. Button centered on each pocket to correspond with buttonhole on flap. Each pocket to have velcro tape 3/4" long by 1/2" wide positioned on both edges of pocket to correspond with outer scalloped flap points.

Flaps: To be die cut, creased and scalloped, finishing 5-7/8" in width and 2 3/4" in length at the center and 2 1/4" at each side. Flaps to be placed 1/4" above the top of each pocket. The left flap to have an invisible pencil opening 1-1/2" in width. Flaps to be topstitched 1/8" off the edge. Creased and edge stitched pocket flap construction

unacceptable. Underside to have velcro tape 3/4" long by 1/2" wide position on outer points of both pocket flaps.

Badge Tab: Inside two-ply sling type of self goods approximately 1" wide centered over left pocket to extend from joining seam to pocket. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1 1/4" above the flap. Epaulet to be added to the badge holder, on left side above the pocket.

Shoulder Straps: To be sewn into sleeve head seam and measure 2" tapering to 1-3/8" with end pointed. Straps to be set not more than 1/2" from folded collar approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and edge stitched shoulder strap construction unacceptable.

Stamping and Care Instructions: Neck size to be stamped in collar with style and cut number. A permanent tab is to be sewn in with label containing fiber content. Label to be sewn to inside yoke. Care instructions and WPL Number stamped on Front shirt tail.

Buttons: To be made of thermosetting polyester material to match fabric color. 19 ligne.

Finishing: All loose threads shall be removed.

Stitching: Single needle throughout. All topstitched 1/8" off the edge. Sleeve inserting and side close felling, safety stitched.

Thread: All sewing thread to be fast color polyester core polyester wrap to match. Interlining: Collars, pocket flaps, shoulder straps and top center to be interlined with 100% Dacron #250.

Military Creases: 5 stitched-in sharp military creases on all shirts. One crease on each front to be centered vertically.

Spacing for military creases on shirt back to be proportionate to the size of the shirt as follows: sizes 14 thru 15 1/2 - creases to be 4 3/4" apart; sizes 16 thru 18 inclusive - creases to be 5 3/8" apart as measured from the center crease.

Construction: Collars, flaps and shoulder straps are made by conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned rightside out, and finally topstitched.

Country of Manufacture: All raw materials and assembly thereof made in the U.S.A.

ITEM 8 – Shirts, Tailored, Long Sleeve (Female)

Specifications: Fabric, color and construction specifications other than approved variations to assure proper fit are to meet requirements of Item 7, above.

ITEM 9 – Jackets

Fabric: Horrace Small, Style #2649M, 100% nylon shell, oxford weave, 200 denier warp and filling. 4.5 oz per yard, Color: Navy blue

Design: Windbreaker style uniform jacket with plain back and zipper front closure to neck.

8930 Silver Flame Resistant Fabric, 1" width around the cuff of each sleeve and the back of the jacket below the FIRE RESCUE lettering approximately 1-3/4". Sample available at the Fire-Rescue Office, 1300 SW 1 Street, Fort Lauderdale, FL

8930 Silver Flame Resistant Fabric embroidery on back of the jacket:

FORT LAUDERDALE (2" arched)

FIRE RESCUE (3" straight)

Body Detail: The front shall be constructed of two pieces on each side reaching from the bottom of the jacket to the shoulder seam. These two pieces shall be joined with welt stitched seams. On each side of the jacket 4" up from the bottom there shall be elastic waistband snuggers. The inside facing of the jacket shall extend from the bottom of the jacket continuously around the neck to the bottom of the other side in such a manner as to furnish sufficient curtain whereby a zip-in liner can be attached. The jacket shall be sewn using the serge-sew method.

Pockets: There shall be two side panel pockets each with a vertical opening of 6", and they shall extend inside the jacket for a depth of 5" on the angle. The openings shall be bartacked at top and bottom for extra strength. There shall be two breast patch pockets with flaps. These pockets shall have a single pleat. The pockets shall measure approximately 5" x 6". Each flap shall be closed with a silver or gold color metal button marked with "FD".

Cuff: The cuffs are to be pointed with two buttons for cuff adjustment. The cuff is to be joined to the jacket using the serge-sew method with an outside seam welt. (see design above for additional cuff requirement)

Collar: The collar shall be topstitched.

Zipper: The jacket shall close with a brass Camlock separating zipper with automatic lock and preshrunk tape. The color of the zipper tape shall be compatible with that of the outer fabric.

Thread: All sewing is to be done with polyester core thread or 100% spun polyester thread.

Size Tag: Each jacket shall have a sewn in label giving care instructions and shall be marked with lot number, size, fiber content, care instructions and WPL number.

ZIPOUT LINING FABRIC AND CONSTRUCTION

Fabric: Body, 100% Polyester liner, 4.4 oz. bonded polyester fiberfill "Z" quilted with 70 denier nylon taffeta face and 50 denier nylon taffeta back. Black Sleeves, 4.4 oz. bonded polyester fiberfill "Z" quilted with 70 denier nylon taffeta and 50 denier nylon taffeta back. Color: Black.

Design: The liner shall be made over a full cut long sleeve liner pattern.

Body Detail: The liner shall have long sleeves and knit wristlets and tab to accept anchor buttons. The entire body shall be bound with 1-9/16" rayon bias binding. The side seams, shoulder seams and sleeve seams shall be joined with a serge-sew safety stitch machine.

Pocket: There shall be a lower right inside patch pocket. The pocket shall be bound with 1-9/16" rayon bias binding and shall be attached with a single needle machine.

Zipper: There shall be attached to the liner an interlining zipper, double shrunk, center marked, and interchangeable. The zipper shall be of sufficient length to be satisfactorily attached to the facing of a jacket.

Thread: All sewing shall be done with polyester core or 100% spun polyester thread.

Finishing: all loose threads shall be removed.

Label: Each liner shall have a sewn in label with lot number, size, fiber content, care instructions and WPL number.

ITEM 10 – Emblems

Emblems will be furnished (See *EXHIBIT 1*) as required by City and will be provided either sewn on as specified or provided for City's stock inventory.

Contractor will review requirements with the Fire-Rescue Department before placing order. Consideration should be given to existing inventory, before determining order requirements.

SPECIAL NOTE: All Fire shirts for City's inventory stock will be provided with fire emblem sewn onto sleeves.

Bidder should determine the economical order point to embroidery company based on City's anticipated usage of shirts and jackets requiring emblems. This economical order point can be more than one full loom if this is required for anticipated needs during contract term. Emblems with low volume usage by City should be ordered in minimum lots. At expiration of the contract, City will buy unused emblems at the supplier's cost, but quantity bought back must not exceed 25% of annual estimated usage.

Sewing on Emblems: Charges for sewing on emblems will be included in proposal as required.

Emblems for stock: to be purchased in minimum lots of 50

- | | |
|------------------------------------|-----------------------|
| A. Fire Department | Sewn on: Left Sleeve |
| B. Paramedic (Florida State Patch) | Sewn on: Right Sleeve |
| C. E.M.T. (Florida State Patch) | Sewn on: Right Sleeve |

SPECIFICATIONS FOR EMBLEMS:

Material: 7-1/2 oz. permanent press twill, 65% polyester, 35% cotton or appropriate polyester blend. All background material to be mercerized and sanforized with a guaranteed shrinkage of less than 1%.

Thread Facing: Continuous filament prime quality viscose rayon material having high tenacity and high wet modulus. All colors must be vat dyed and certified that there will be no bleeding, running, fading or cracking.

Construction Backing: All emblems must be backed with white crinoline.

Border: Must be of the merrow type. All borders must be terminated on the corner of the emblem, in order to eliminate and merrow overlap.

STOCK GARMENTS AND SIZES: It is the intent of the City to contract for the purchase of a manufacturer's stock garments provided in standard sizes. Normal additional charges for oversize garments will be allowed where shown in specifications. The definition of a stock garment is one that is cataloged and priced by a manufacturer as readily available with delivery from stock. For this reason, certain deviations to specifications may be allowed so that the City will not encounter undue delay by special cut, make and trim items.

RETENTION OF CLOTH SOURCE: It is understood and agreed between the parties hereto that the source of supply of the material for uniforms furnished by cloth supplier will comply with the sections of the specifications relating thereto, which are made a part hereof and contractor will not change source of supply without prior approval of the City.

FABRIC CHANGE BY CITY: Should the City institute a change in fabric of any garment, the City shall notify the supplier at least 120 days prior to anniversary date of each contract year or other mutually agreed upon period and adjustment will be made in fabric price with any increased cost or decreased cost to the account of the City. Scheduled yardage shall be the basis for fabric price adjustment.

FABRIC PRICE LIST: Contractor must provide the City with proposed cloth mill's latest published price list complete with fabric descriptions, including cloth number and shades, fabric content and weight.

FINAL ACCEPTANCE BY CITY: Before final acceptance, all completed garments will be subject to rigid inspection by City as to conformance with specifications and proper fit. Those uniforms not in accordance with specifications will be rejected at the Contractor's expense. If desired by the Contractor, his representative can assist in product

inspection upon receipt of each of the allotment shipments or such representative can be required by the City if deemed necessary.

FAULTY WORKMANSHIP: Any latent defects in garments caused by faulty workmanship will be corrected or replaced without charge to the City.

FAULTY CLOTH AND MATERIALS: Bidder by virtue of bidding, warrants and guarantees that all materials and fabrics are first quality goods of current manufacture with no seconds or rejects being used and agrees to replace any garments wearing unsatisfactorily due to latent defects in the cloth or faulty materials used for trimmings, pocketing, lining, etc. at no additional charge to the City.

ORDER POLICY: Orders will be placed as required. New or replacement personnel will be outfitted as required. Needs consolidation will be attempted whenever possible, however it will be the Contractor's responsibility to review anticipated needs and plan accordingly to maintain an effective supply to the City.

DELIVERY SCHEDULE: Delivery of pants and shirts must not exceed five days. All other standard garments must not exceed twenty days and thirty days on oversize and seasonal orders. Small emergency order needs must be filled within five days.

STOCK FOR SIZING: Vendor will supply one sample size in both male and female trousers, slacks and shirts to the City to be used for sizing of orders. This will reduce the need to return orders because of improper fit.

Upon termination of contract, the City agrees to purchase remaining stock of contract items on supplier's shelves at prevailing contract prices, but reserves the right to limit the purchases to 10% of annual projected requirements for each item in acceptable sizes and 25% of emblem items, unless any item was previously cancelled upon due notification to the contractor.

In the event the Contractor has available additional inventory of contract items after the City has placed its final required order, and wishes to sell such inventory to the City at reduced prices within thirty (30) days after termination and such prices, sizes and items offered are acceptable to the City, then the City at its sole option can purchase such inventory.

ESTIMATED ANNUAL USAGE:

ITEM 1	Trousers, Dress (Male)	750
ITEM 2	Work Trousers (Male)	1500
ITEM 3	Slacks, Dress (Female)	100
ITEM 4	Work Trousers (Female)	250
ITEM 5	Short Sleeve Shirts (Male), White	600
	" " " , Blue	100
ITEM 6	Short Sleeve Shirts (Female), White	200
	" " " , Blue	100
ITEM 7	Long Sleeve Shirts (Male), White	75
	" " " , Blue	50
ITEM 8	Long Sleeve shirts (Female), White	50
	" " " " , Blue	30
ITEM 9a	Jackets	75
9b	Liners	
ITEM 10	Emblems	3500

III. BIDDER'S PROPOSAL PAGE

Bidder is required to provide scheduled yardage for each garment listed below. The established yardage will be the basis for cloth price adjustments if a cloth change is instituted for any specific garment during contract term. Review specification and required colors. If a requested color is not available for a specified garment, indicate unavailable color under other remarks. Contractor must provide full range of colors and shade number for each garment. Bidder must provide all required sizes for each garment requested at the bid or current contract price. Variance to specifications must be specifically stated. List variances in area provided herein and note in the space provided on page one that variances have been requested. Receipt of a bid does not indicate City acceptance of any variance, and some variances will be considered unacceptable.

Stock or Non-stock: If an item is carried as a stock garment by a uniform manufacturer, indicate with the letter "S" in appropriate area below. If item is non-stock and must be cut to the City's requirements, indicate with "NS".

Promised delivery dates required for each stock or non-stock item must be accurately reflected in bid. Failure to comply can be cause for termination of any ensuing contract. This is for normal fill in requirements.

BIDDER'S MUST COMPLETE THE FOLLOWING:

Prices bid to be firm for the first one (1) year term of the contract. All prices to be FOB delivered Fort Lauderdale Fire Rescue Department, Fort Lauderdale, Florida

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	TROUSERS, DRESS, FINISHED HEM (MALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
2.	WORK TROUSER, FINISHED HEM (MALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
3.	SLACKS, FINISHED HEM, (FEMALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
4.	WORK TROUSER, FINISHED HEM (FEMALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
5.	SHIRTS, SHORT SLEEVE, TAILORED, (MALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
6.	SHIRTS, SHORT SLEEVE TAILORED (FEMALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
7.	SHIRTS, LONG SLEEVE, TAILORED, (MALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
8.	SHIRTS, LONG SLEEVE, TAILORED (FEMALE) FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
9.a.	JACKETS, CHILL CHASER FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____
9.b.	ZIP IN LINER IF REQUIRED FABRIC MFR, MILL NO., WEIGHT/OZ. _____ UNIFORM MFR. LOC/CAT NO. _____ STOCK ___ NONSTOCK ___ DELIVERY _____ CALENDAR DAYS ___ YARDAGE REQUIRED FOR GARMENT	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
10.	EMBLEMS/LETTERING	
A.	Fire-Rescue Dept. Patch	\$ _____
	Sewing charge each emblem	\$ _____
B.	PARAMEDIC, State of Florida Patch	\$ _____
	Sewing charge each emblem	\$ _____
C.	E.M.T., State of Florida Patch	\$ _____
	Sewing charge each emblem	\$ _____

List below clients that you have provided similar services to in the past. List name and address of client, telephone number, client contact person, and date the service was initiated and completed.

Have you included an original and 1 copy of your bid response? ____Yes ____No

IF YOU DESIRE TO RECEIVE A COPY OF THE COMPLETED BID TABULATION PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BID. OR VISIT THE WEB AT www.ci.fort-lauderdale.fl.us/purchasing/index.htm.

EXHIBIT 1

EMBLEM A



EMBLEM B

EMBLEM C